# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aptitude Solutions, Inc.		01/31/2006	CORPORATION: DELAWARE
DOCX, LLC		01/31/2006	LIMITED LIABILITY COMPANY:
Fidelity National Field Services, Inc.		01/31/2006	CORPORATION:
Fidelity National Information Services, Inc.		01/31/2006	CORPORATION:
FIDELITY NATIONAL TAX SERVICE, INC.		01/31/2006	CORPORATION:
GEOTRAC, INC.		01/31/2006	CORPORATION:
INTERCEPT, INC.		01/31/2006	CORPORATION:
Investment Property Exchange Services, Inc.		01/31/2006	CORPORATION:
LSI TITLE COMPANY		01/31/2006	CORPORATION:

### RECEIVING PARTY DATA

Name:	Bank of America, N.A. as collateral agent		
Street Address:	01 Main Street		
Internal Address:	14th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association:		

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	76372841	ON.CORE
Registration Number:	2888340	ONCORE
Serial Number:	76604703	E RELEASE
Serial Number:	76601097	RID

TRADEMARK REEL: 003245 FRAME: 0569

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Serial Number:         76601095         DOCX           Serial Number:         76601094         E ASSIGN           Serial Number:         76601093         E DOCX           Serial Number:         78579567         E-RELEASE           Serial Number:         78210152         E-RELEASE           Serial Number:         78655188         FIELDSCAPE           Serial Number:         78653842         FIELDSCAPE           Serial Number:         78493051         FIS FIDELITY NATIONAL INFORMATION SERVICES, INCOMPAGE	
Serial Number:         76601093         E DOCX           Serial Number:         78579567         E-RELEASE           Serial Number:         78210152         E-RELEASE           Serial Number:         78655188         FIELDSCAPE           Serial Number:         78653842         FIELDSCAPE	
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Serial Number:         78210152         E-RELEASE           Serial Number:         78655188         FIELDSCAPE           Serial Number:         78653842         FIELDSCAPE	
Serial Number:         78655188         FIELDSCAPE           Serial Number:         78653842         FIELDSCAPE	
Serial Number: 78653842 FIELDSCAPE	
Serial Number: 78493051 FIS FIDELITY NATIONAL INFORMATION SERVICES, INC	,
Serial Number: 78423163 FIDELITY NATIONAL INFORMATION SERVICES	
Registration Number: 2561727 NATIONAL TAXNET	
Registration Number: 2578250 NATIONAL TAXNET	
Registration Number: 2839607 GEOTRAC	
Registration Number: 1852735 GEOREFI	
Registration Number: 1850480 RISK BASED CLUSTER ANALYSIS	
Registration Number: 1852736 GEOQUAKE	
Registration Number: 1854973 GEOLIFE-OF-LOAN	
Registration Number: 1890277 GEOTRAC	
Registration Number: 2156782 GEOCOMPASS N S W E	
Registration Number: 2844722 GEOTRAC	
Serial Number: 78476491 BRANCH CAPTURE XPRESS	
Serial Number: 78476208 RAPID CAPTURE	
Serial Number: 78158566 NETIMAGE	
Registration Number: 2784275 NETIMAGE	
Registration Number: 2826906 TELLER PLUS	
Registration Number: 2889274 EVUE	
Registration Number: 2489172 IPX 1031	
Serial Number: 75852610 WEBCONEX	
Serial Number: 76313000 LSI E BUNDLE	
Serial Number: 76289636 LSI DOCUSOURCE SOLUTIONS	
Registration Number: 2239013 FIRST, FAST & BEST	
Registration Number: 2325425 IT'S ALL RIGHT. HERE.	
Registration Number: 2331021 LSI	
Registration Number: 2349375 LSI INSIGHT	
Registration Number: 2351249 LSI CONEX	

Registration Number:	2352838	VALUE-BASED APPRAISAL WARRANTY
Registration Number:	2378489	LSI
Registration Number:	2378490	
Registration Number:	2378491	LSI
Registration Number:	2378492	
Registration Number:	2378493	LENDER'S SERVICE, INC
Registration Number:	2380369	THE LSI ROOF.
Registration Number:	2428138	LSI
Registration Number:	2429091	LSI LENDER'S SERVICE, INC.
Registration Number:	2474773	LSI MORTGAGE FILING WARRANTY
Registration Number:	2553175	VALUCERT
Registration Number:	2565423	@PV
Registration Number:	2572248	TOTAL BUSINESS SOLUTION
Registration Number:	2609594	ATOMS
Registration Number:	2613224	VVR
Registration Number:	2636187	PROPLITE
Registration Number:	2028028	LENDER'S SERVICE, INC.
Registration Number:	1949984	LSI LENDER'S SERVICE, INC.

# **CORRESPONDENCE DATA**

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street
Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/10/2006

#### **Total Attachments: 7**

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#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated January 31, 2006 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Fidelity National Information Solutions, Inc., a Delaware corporation, Fidelity National Tax Service, Inc., a California corporation and Fidelity National Information Services, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of March 9, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank of America, N.A., as L/C Issuer, Swing Line Lender, Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders from time to time under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement Supplement dated January 31, 2006 (the "Security Agreement Supplement") to that certain Security Agreement dated March 9, 2005 made by the Grantors to the Collateral Agent (as supplemented by the Security Agreement Supplement, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement and not otherwise defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

1

(NY) 02826/095/AMEND05/fidelity.sec agt supp doc

- (i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule 1 hereto (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.
- Section 2. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
- Section 4. *Execution in Counterparts*. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

# Section 6. *GOVERNING LAW*. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APTITUDE SOLUTIONS, INC.
DOCX, LLC
FIDELITY NATIONAL FIELD
SERVICES, INC.
FIDELITY NATIONAL
INFORMATION SERVICES, INC.
FIDELITY NATIONAL TAX SERVICE,
INC.
GEOTRAC, INC.
INTERCEPT, INC.
INVESTMENT PROPERTY
EXCHANGE SERVICES, INC.
LSI TITLE COMPANY

By: Name: Patrick Farenga

Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By:

Name:

LILIANA CLAAR Vice President

Title:

# SCHEDULE A TRADEMARKS

TRADEMARK	CTY	REG/APPL	STATUS	OWNER OF RECORD
		NO.		
ON.CORE	US	76/372,841	Abandoned	Aptitude Solutions, Inc.
ONCORE	US	2,888,340	Registered	Aptitude Solutions, Inc.
E RELEASE & design	US	76/604,703	Abandoned	DOCX, LLC
RID & design	US	76/601,097	Pending	DOCX, LLC
E SEARCH & design	US	76/601,095	Pending	DOCX, LLC
DOXC	US	76/601,095	Pending	DOCX, LLC
E ASSIGN & design	US	76/601,094	Pending	DOCX, LLC
E DOCX	US	76/601,093	Abandoned	DOCX, LLC
E-RELEASE	US	78/579,567	Pending	DOCX, LLC
E RELEASE	US	78/210,152	Abandoned	DOCX, LLC
F FIELDSCAPE & design	US	78/655,188	Pending	Fidelity National Field Services, Inc.
FIELDSCAPE	US	78/653,842	Pending	Fidelity National Field Services, Inc.
FIS FIDELITY NATIONAL	US	78/493,051	Pending	Fidelity National Information
INFORMATION SERVICES,				Services, Inc.
INC. & design				
FIDELITY NATIONAL	US	78/423,163	Pending	Fidelity National Information
INFORMATION SERVICES &				Services, Inc. 1
design				
NATIONAL TAXNET	US	2,561,727	Registered	Fidelity National Tax Service, Inc. 1
NATIONAL TAXNET & design	US	2,578,250	Registered	Fidelity National Tax Service, Inc. 1
GEOTRAC	US	2,839,607	Registered	Geotrac, Inc.
GEOREFI	US	1,852,735	Cancelled	Geotrac, Inc. <sup>2</sup>
RISK BASED CLUSTER ANALYSIS	US	1,850,480	Cancelled	Geotrac, Inc.2
GEOQUAKE	US	1,852,736	Cancelled	Geotrac, Inc. 2
GEOLIFE-OF-LOAN	US	1,854,973	Cancelled	Geotrac, Inc. 2
GEOTRAC & design	US	1,890,277	Cancelled	Geotrac, Inc. 2
GEOCOMPASS & design	US	2,156,782	Registered	Geotrac, Inc. 2
GEOTRAC & design	US	2,844,722	Registered	Geotrac, Inc. 2
BRANCH CAPTURE XPRESS &	US	78/476,491	Pending	InterCept, Inc.
design RAPID CAPTURE & design	US	78/476,208	Abandoned	InterCept, Inc.
	US	78/158,566	Abandoned	InterCept, Inc.
NETIMAGE % design	US	2,784,275	Registered	InterCept, Inc.
NETIMAGE & design	US	2,826,906	Registered	InterCept, Inc.
TELLER PLUS	US	2,889,274	Registered	InterCept, Inc.
EVUE & design	1 03	2,009,214	1 Megistered	Tated out me.

A security interest from Fidelity National Information Solutions, Inc., Fidelity National Tax Services, and Fidelity National Information Services, in favor of Bank of America, N.A., was signed on March 9, 2005, and recorded on March 17, 2005 under Reel/Frame 3212/0572.

<sup>&</sup>lt;sup>2</sup> A security interest from Geotrac, Inc., in favor of National City Bank, N.A., was signed on January 31, 2002, and recorded on February 26, 2002 under Reel/Frame 2457/0908.

TRADEMARK	CTY	REG/APPL	STATUS	OWNER OF RECORD
		NO.		
IPX 1031 & design	US	2,489,172	Registered	Investment Property Exchange
				Services, Inc. 1
WEBCONEX & design	US	75/852,610	Abandoned	LSI Title Company
LSI E BUNDLE & design	US	76/313,000	Abandoned	LSI Title Company
LSI DOCUSOURCE	US	76/289,636	Abandoned	LSI Title Company
SOLUTIONS				
FIRST, FAST & BEST	US	2,239,013	Canceled	LSI Title Company
IT'S ALL RIGHT. HERE.	US	2,325,425	Registered	LSI Title Company
LSI & design	US	2,331,021	Registered	LSI Title Company
LSI INSIGHT	US	2,349,375	Registered	LSI Title Company
LSI CONEX & design	US	2,351,249	Registered	LSI Title Company
VALUE-BASED APPRAISAL	US	2,352,838	Registered	LSI Title Company
WARRANTY LSI & design	US	2,378,489	Registered	LSI Title Company
design	US	2,378,490	Registered	LSI Title Company
design	US	2,378,490	Registered	LSI Title Company
design	US	2,378,492	Registered	LSI Title Company
LENDER'S SERVICE, INC.	US	2,378,493	Registered	LSI Title Company
THE LSI ROOF & design	US	2,380,369	Registered	LSI Title Company
LSI	US	2,428,138	Registered	LSI Title Company
LSI LENDER'S SERVICE, INC.	US	2,429,091	Registered	LSI Title Company
LSI MORTGAGE FILING	US	2,474,773	Registered	LSI Title Company
WARRANTY		, ,		
VALUCERT	US	2,553,175	Registered	LSI Title Company
@PV	US	2,565,423	Registered	LSI Title Company
TOTAL BUSINESS SOLUTION	US	2,572,248	Registered	LSI Title Company
TOTAL BUSINESS SOLUTION	US	2,572,248	Registered	LSI Title Company
ATOMS	US	2,609,594	Registered	LSI Title Company
VVR	US	2,613,224	Registered	LSI Title Company
PROPLITE	US	2,636,187	Registered	LSI Title Company
PROPLITE	US	2,636,187	Registered	LSI Title Company
LENDER'S SERVICE, INC.	US	2,028,028	Registered	LSI Title Company
LSI LENDER'S SERVICE, INC. & design	US	1,949,984	Abandoned	LSI Title Company 3

TRADEMARK REEL: 003245 FRAME: 0579

**RECORDED: 02/10/2006** 

<sup>&</sup>lt;sup>3</sup> A security interest from Lender's Service, Inc. (et al.), in favor of Fleet National Bank, was signed on July 10, 1998 and recorded on August 24, 1998 under Reel/Frame 1774/0822.